

GEICO
geico.com

TEL: 1-800-442-9283
FAX: 1-786-364-0240

One GEICO Landing
Virginia Beach, VA 23454

GEICO INDEMNITY COMPANY

CYCLTR4 (12-08)

Policy Number: 4163-66-55-67
GEICO use: 25 A40MT

20080C416366556755C0003955

TIMOTHY WAYNE KING
720 REVOLUTION AVE
BILLINGS MT 59105



Dear Safe Riding Cyclist,

05-05-08

Thank you for choosing GEICO Motorcycle Insurance for your motorcycle insurance needs. Your policy documents are attached. To assure you receive the rate you were quoted on the phone, we must verify certain information. Please return the information listed below in the envelope provided.

* The uninsured motorist form if you have requested your policy to be issued with the coverage rejected or with the limits lower than your state requires

Choosing a company to insure your motorcycle is an important decision. In addition to cost, you should consider the benefits you'll receive. An affordable GEICO Motorcycle policy provides you with 24-hour claim handling, money saving discounts, convenient payment plans with low down payments, coverage for accessories, and more.

You can rely on GEICO Indemnity, too. The A. M. Best Company, one of the nation's leading independent experts on insurance companies, has awarded GEICO Indemnity an A++ (Superior) for its financial stability and claims paying ability. A++ is Best's highest rating, and is your assurance that GEICO Indemnity will be there for you.

If you have any questions, please call 1-888-434-2600, fax 1-305-503-7183 or EMAIL us at.
MOTORCYCLE@GEICOMAIL.COM.

Thank you for insuring with GEICO Motorcycle. We look forward to serving your insurance needs for many years.

Sincerely,

O. M. NICELY
Chairman

King 0001

King 0002

Exhibit 1Page 2

**GEICO INDEMNITY COMPANY
MONTANA INFORMATION AND OPTION FORM**



IMPORTANT PLEASE READ CAREFULLY

UNINSURED AND UNDERINSURED MOTORIST

Uninsured Motorist (UM) coverage includes Underinsured Motorist (UIM) coverage. These coverages not only protect you and your family against uninsured or hit-and-run motorists, but also protect you and members of your family when involved in an accident with an underinsured motorist. An uninsured motorist is one who is at fault in an accident but who is not covered by any Bodily Injury Liability Insurance. An underinsured motorist is one whose limits of Bodily Injury Liability insurance is less than the limits of your Uninsured and Underinsured Motorist coverage.

We are required by law to include UM and UIM at the limits of \$25,000/\$50,000 on your policy unless you select higher limits or you reject the coverage completely on this form. You may not select UM and UIM limits higher than your Bodily Injury Liability limits.

Please mark the box in front of your choice:

☐ I want UM and UIM coverage in the following limits:

☐ \$ 25,000/\$ 50,000 (minimum limits)

☒ \$ 50,000/\$ 100,000

☐ \$ 100,000/\$ 300,000

☐ \$ 250,000/\$ 500,000**

☐ \$ 300,000/\$ 300,000**

** These limits are subject to Underwriting Approval.

OR

☐ I reject UM and UIM coverage. I understand that this rejection applies to all vehicles on my policy and to any renewal or substitute policy. If I decide to add this coverage at some time in the future, I must let the Company know in writing.

This selection or rejection of UM and UIM limits will apply to all who are insured on your policy.

INSURED'S/APPLICANT'S ACKNOWLEDGMENT

By my signature, I acknowledge that I have read, or have had read to me, the above explanations and offers. I understand that where applicable my selections apply to all motorcycles (as defined in my contract) on my policy.

In addition, I understand that the limits of coverage I select for these coverages will apply to any renewal, reinstatement, substitute, amended, modified, transfer, or replacement policy. I understand that the coverages and limits offered on this form need not be re-offered on renewal of the policy or if I change vehicles. Subsequent to this offer, if I decide to select different options, I must notify you in writing.

I have indicated whether or not I wish to purchase each coverage in the spaces provided. I understand that the above explanations of these coverages are intended only to be brief descriptions and that payment of benefits under any of these coverages is subject to the conditions, provisions, and terms of my motorcycle insurance policy and to the State of Montana's laws.

If you have any questions regarding this form please call us anytime at 1-800-442-9253 (1-800-44-CYCLE) or visit us online at geico.com

SEE REVERSE SIDE

CGM-316-MT (01-07)

Page 1 of 2

King 0003

Exhibit 1 Page 3

If this form is sent or returned to GEICO Indemnity by facsimile transmission (fax) or any other electronic method, the sender agrees that the document received by GEICO Indemnity Company is a duplicate original and agrees that the signature produced by the receiving fax machine or any other electronic method is the sender's original signature.

This form must be completed, signed, dated and returned to us in order for any requested changes to be made.

TIMOTHY W KING *Timothy W. King* 5/11/09 4183-66-55-67
Printed Name Signature Date Policy Number



CGM-318-MT (01-07)



Page 2 of 2

King 0004

If this form is sent or returned to GEICO Indemnity by facsimile transmission (fax) or any other electronic method, the sender agrees that the document received by GEICO Indemnity Company is a duplicate original and agrees that the signature produced by the receiving fax machine or any other electronic method is the sender's original signature.

This form must be completed, signed, dated and returned to us in order for any requested changes to be made.

TIMOTHY W KING
Printed Name

Timothy W. King
Signature

5/11/09
Date

4103-66-55-67
Policy Number



CGM-316-MT (01-07)



Page 2 of 2

King 0005

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King 0006

Exhibit 1Page 6

GEICO Phone Number: 1-800-841-3000
 geico.com
 GEICO INDEMNITY COMPANY
 Montana Policy Identification Card
 Policy Number: 4163-66-55-67 Effective Date: 05-05-09 Expiration Date: 05-05-10
 Year/Make/Model/Vehicle Identification Number: 04 HONDA GL1500SE G 1HFSC2248RA600207
 An Authorized Montana Insurer has issued an insurance policy which complies with the Motor Vehicle Liability Insurance Law.
 Insured: TIMOTHY WAYNE KING
 720 REVOLUTION AVE
 BILLINGS MT 59105

ID CARDS

GEICO Phone Number: 1-800-841-3000
 geico.com
 GEICO INDEMNITY COMPANY
 Montana Policy Identification Card
 Policy Number: 4163-66-55-67 Effective Date: 05-05-09 Expiration Date: 05-05-10
 Year/Make/Model/Vehicle Identification Number: 04 HONDA GL1500SE G 1HFSC2248RA600207
 An Authorized Montana Insurer has issued an insurance policy which complies with the Motor Vehicle Liability Insurance Law.
 Insured: TIMOTHY WAYNE KING
 720 REVOLUTION AVE
 BILLINGS MT 59105

TIMOTHY WAYNE KING
 720 REVOLUTION AVE
 BILLINGS MT 59105

Here are your Policy Identification Cards. Your ID card identifies you as an automobile policyholder of the company shown on the card. The law requires that every motor vehicle required to be registered in Montana maintain evidence of Motor Vehicle Liability Insurance. This ID card is satisfactory proof that you carry such insurance. You must show this card upon demand of a justice of the peace, a city or municipal judge, a peace officer, a highway patrol, a field deputy, or an inspector of the division.

In the future, you are required by law to notify us immediately of any change in your address, change of name or change in vehicle information and we will send you a new card promptly.

Your policy is recorded under the name and policy number shown on the card.

GEICO Phone Number: 1-800-841-3000
 geico.com
 GEICO INDEMNITY COMPANY
 Montana Policy Identification Card
 Policy Number: 4163-66-55-67 Effective Date: 05-05-09 Expiration Date: 05-05-10
 Year/Make/Model/Vehicle Identification Number: 02 HONDA GL1800A 1HFSC47442A100797
 An Authorized Montana Insurer has issued an insurance policy which complies with the Motor Vehicle Liability Insurance Law.
 Insured: TIMOTHY WAYNE KING
 720 REVOLUTION AVE
 BILLINGS MT 59105

GEICO Phone Number: 1-800-841-3000
 geico.com
 GEICO INDEMNITY COMPANY
 Montana Policy Identification Card
 Policy Number: 4163-66-55-67 Effective Date: 05-05-09 Expiration Date: 05-05-10
 Year/Make/Model/Vehicle Identification Number: 02 HONDA GL1800A 1HFSC47442A100797
 An Authorized Montana Insurer has issued an insurance policy which complies with the Motor Vehicle Liability Insurance Law.
 Insured: TIMOTHY WAYNE KING
 720 REVOLUTION AVE
 BILLINGS MT 59105

King 0007

WHAT TO DO AT TIME OF ACCIDENT

1. Do not admit responsibility and make no statement regarding the accident except to the police or our Claims Representatives.
2. Do not reveal the amount or limits of your liability coverage to anyone.
3. Obtain names, addresses and driver's license numbers of all vehicle occupants, as well as the state and license plate number, year, make and model of involved vehicles.
4. Obtain names, addresses and phone numbers of all witnesses.
5. Report all accidents promptly by calling GEICO's toll-free number -- 1-800-841-3000 or by visiting geico.com.

U-4-MT (10-05)

WHAT TO DO AT TIME OF ACCIDENT

1. Do not admit responsibility and make no statement regarding the accident except to the police or our Claims Representatives.
2. Do not reveal the amount or limits of your liability coverage to anyone.
3. Obtain names, addresses and driver's license numbers of all vehicle occupants, as well as the state and license plate number, year, make and model of involved vehicles.
4. Obtain names, addresses and phone numbers of all witnesses.
5. Report all accidents promptly by calling GEICO's toll-free number -- 1-800-841-3000 or by visiting geico.com.

U-4-MT (10-05)

WHAT TO DO AT TIME OF ACCIDENT

1. Do not admit responsibility and make no statement regarding the accident except to the police or our Claims Representatives.
2. Do not reveal the amount or limits of your liability coverage to anyone.
3. Obtain names, addresses and driver's license numbers of all vehicle occupants, as well as the state and license plate number, year, make and model of involved vehicles.
4. Obtain names, addresses and phone numbers of all witnesses.
5. Report all accidents promptly by calling GEICO's toll-free number -- 1-800-841-3000 or by visiting geico.com.

U-4-MT (10-05)

WHAT TO DO AT TIME OF ACCIDENT

1. Do not admit responsibility and make no statement regarding the accident except to the police or our Claims Representatives.
2. Do not reveal the amount or limits of your liability coverage to anyone.
3. Obtain names, addresses and driver's license numbers of all vehicle occupants, as well as the state and license plate number, year, make and model of involved vehicles.
4. Obtain names, addresses and phone numbers of all witnesses.
5. Report all accidents promptly by calling GEICO's toll-free number -- 1-800-841-3000 or by visiting geico.com.

U-4-MT (10-05)

King 0008

GEICO**RECURRING CARD PAYMENT NOTIFICATION**

GEICO Indemnity Company

Policy Number & Period**Cycle****Policy #** 4163-88-55-67

May-05-09 to May-05-10

Payment Activity**Activity Date & Description****Amount**

May-04-Payment Received - Thank You

\$ -446.00

May-04-New Policy Issued

\$ 446.00

CURRENT BALANCE AS OF May-05-09

\$ 0.00

Automatic Charges To
Your Card Account

Due	Amount

You are enrolled in recurring card payments. Your monthly card statement will reflect insurance premiums charged to your account. See the schedule to the left for when automatic charges will be applied to your card. There will be no reminder notice mailed.

For insurance billing questions call 1-800-841-3000.

Please contact GEICO with any future policy changes or to review any past billing activity at geico.com

MESSAGES:

-A service fee of \$10.00 to \$20.00, depending on your state, will be assessed if your payment is not honored by your bank.

TIMOTHY WAYNE KING
720 REVOLUTION AVE
BILLINGS MT 59105

Payment Plans	
A premium installment charge will be included in the bill for each installment, excluding the One Payment Plan.	
One Payment	100% due on the policy effective date
Four Payment	25% due on the policy effective date 25% due two, four and six months after the policy effective date
Six Payment	25% due on the policy effective date 15% due two, four, six, eight and ten months after the policy effective date
Nine Payment	17.6% due on the policy effective date 10.3% due one, two, three, four, five, six, seven and eight months after the policy effective date
Eleven Payment	12.5% due on the policy effective date 8.75% due one, two, three, four, five, six, seven, eight, nine and ten months after the policy effective date

Payment Options	
Automatic Payments	Pay your bills automatically. (1) Enroll in Electronic Funds Transfer (EFT) by enclosing your check and signing the Authorization Agreement on your bill stub. You may also enroll in EFT by visiting geico.com or calling us at 1-800-932-8872; or (2) Enroll in recurring card payment by visiting us at geico.com or calling us at 1-800-932-8872.
Internet	Pay your bill online by visiting our website at geico.com .
Phone Pay	Make payments using your checking account or debit or credit card. Call 1-800-932-8872.
Mail	Use the enclosed envelope to mail your payment.

Payment Address: GEICO Remittance Center
One GEICO Plaza
Bethesda, MD 20810-0001

Policy Number: 4163-66-56-87

EXCPP8 (11-07)

Paying by check authorizes GEICO to send your check information electronically to your bank. Your account may be debited the same day we receive your payment. You will not receive your cancelled check, however the transaction will appear on your bank statement. If we cannot post the transaction electronically, we may present a copy of your check for payment.

King 0010

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GEICO

geico.com

GEICO INDEMNITY COMPANY

ONE GEICO PLAZA, WASHINGTON, DC 20047-0001

TEL: 1-800-442-9263

FAX: 1-786-364-0240

U-91-DP-1 (7-07)

Policy Number: 4163-66-55-67

MOTORCYCLE INSURANCE POLICY NEW BUSINESS DECLARATIONS

This is a description of your coverage. Please keep for your records.

Item 1: Named Insured and Address

TIMOTHY WAYNE KING
720 REVOLUTION AVE
BILLINGS MT 59105

E-Mail Address: nmd@thermo-lay.com

Date Issued: 05-05-09

Policy Period From 05-05-09

to 05-05-10

12:01 a.m. Local time at the address of the named insured.

The insured vehicle(s) will be regularly garaged in the town and state shown in item 1, except as noted in the Vehicle Segment.

Contract Type: A40MT

CONTRACT AMENDMENTS: ALL VEHICLES - CRA625



IMPORTANT MESSAGES

- Coverages from one policy or motor vehicle may not be combined with coverages of another policy or motor vehicle.
- The GEICO Property Agency can arrange for your homeowner's, renter's and condominium owner's insurance needs. Just call toll-free at 1-888-306-9500. Refinancing? Let us provide the new Homeowner's Policy you need.
- You are receiving the Sunny Day Lay Up Credit.

INSURED COPY

25 A40MT

60239

PAGE 1 TURN OVER

King 0011

Exhibit 1 Page 11

GEICO INDEMNITY COMPANY

U-91-DP-20 (7-07)

Date Issued: 05-05-09

T-0

Policy Number: 4163-68-55-67

VEHICLE		RATED LOCATION	CLASS
1-04 HONDA	1HFSC2246RA600207	BILLINGS MT 59105	19- 5MM
2-02 HONDA	1HFSC47442A100797	BILLINGS MT 59105	19- 5MM

COVERAGES	LIMITS OR DEDUCTIBLES	Vehicle 1	Vehicle 2	Vehicle
Coverage applies where a premium or 0.00 is shown for the vehicle.				
BODILY INJURY LIABILITY				
EACH PERSON/EACH OCCURRENCE	\$50,000/\$100,000	26.00	26.00	
PROPERTY DAMAGE LIABILITY	\$10,000	7.00	7.00	
UNINSURED/UNDERINSURED MOTORISTS				
EACH PERSON/EACH OCCURRENCE	\$50,000/\$100,000	105.00	105.00	
COMPREHENSIVE	\$500 DED	26.00	28.00	
COLLISION	\$500 DED	55.00	62.00	

TWELVE MONTH PREMIUM PER VEHICLE:	\$ 218.00	\$ 228.00
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If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

Premiums for these vehicles are based on the following Discounts and/or Surcharges:

DISCOUNTS MULTI-CYCLE (VEH 1,2); MATURE RIDER (VEH 1,2);
LEGACY RENEWAL (VEH 1,2); ANTI-THEFT DEVICE (VEH 1,2)

Lienholder Vehicle

Lienholder Vehicle

Lienholder Vehicle

King 0012

Exhibit 1 Page 12

Government Employees Insurance Company
 GEICO General Insurance Company
 GEICO Indemnity Company
 GEICO Casualty Company
 Insurance Counselors, Inc.

GEICO PRIVACY NOTICE

GEICO Respects Your Privacy

Protecting your privacy is very important to us. Policyholders like you have trusted us with their insurance needs for over 70 years, and we take our obligation to safeguard and secure your personal information very seriously. We want you to understand how we protect your privacy and when we collect and use your information.

The Information We Collect

Non-public personally identifiable information ("Information") is information that identifies you and is not available to the general public. The following sections tell you more about how and when we collect your information.

Information We Obtain From You

During the quoting, application, or claims handling processes you may give us information such as your:

- name
- address
- phone number
- email address
- Social Security number
- driver's license number
- date of birth

If you gave us your email address, GEICO may use it from time to time to notify you of such things as new services, special offers, or to confirm transactions. You can log in to your account at geico.com, click on "Update Email Preferences" on the right side of the screen and choose the level of communication you'd like to receive from us. If you have not yet enrolled online, you will need to enroll with geico.com to update your email preferences.

Information About Your Transactions

We may collect information about your transactions and experiences with us and others, such as your payment history, claims, coverage, and vehicles changes.

Information From Third Parties

We may receive information about you from consumer reporting agencies, which provide us with motor vehicle reports, claim reports, and/or credit information where permitted by law. When you ask for a rate quotation, we may obtain credit information if permitted by applicable state law.

Our sales and service representatives do not have access to the details of your credit information. Other companies who view your credit report will not see the GEICO inquiry. It will be visible only to you. Our inquiry will not affect your credit score or credit rating. If you commit to purchase a policy with GEICO, we will also confirm your motor vehicle record and claims history.

As permitted by law, we may also review your motor vehicle record and credit information in connection with any renewal.

The Information We Disclose

Information about our customers or former customers will only be disclosed as permitted or required by law. Information about you that has been collected is maintained in your policy and/or claims records.

We use this information to process and service your policy; to settle claims; with your consent; or as directed by you. We may also disclose it to persons or organizations as necessary to perform transactions you request or authorize. Information about our former customers and about individuals who have obtained quotes from us is safeguarded to the same extent as information about our current policyholders.

Following are some examples of how we may disclose information:

We must exchange information about you with our agents, investigators, appraisers, attorneys, and other persons who are or will become involved in processing your application and servicing your policy or any claims you may make.

When you are involved in a claim, policy information is provided to adjusters and the businesses that will repair your vehicle.

We may share information with persons or organizations that we have determined need the information to perform a business, professional, or insurance function for us. These include businesses that help us with administrative functions. If the law in your state permits, we may share information with financial institutions with which we have a joint-marketing agreement. All of these entities are obligated to keep the information that we provided to them confidential and to use the information only for the purpose for which the information was provided.

Information may be provided to organizations conducting actuarial research or audits. In this case, you will not be individually identified in any research report. The organization must agree not to redisclose the information and the information will be returned to us or destroyed when it is no longer needed.

We may also share your information for other permitted purposes, including:

- with another insurance company if you are involved in an accident with their insured
- with our reinsurers
- with insurance support organizations that detect and prevent fraud
- with medical professionals or institutions in order to verify coverage or conduct operations or services audits
- with state insurance departments or other governmental or law enforcement authorities if required by law or to protect our legal interests or in cases of suspected fraud or illegal activities
- if ordered by a subpoena, search warrant or other court order

Confidentiality and Security

We restrict access to your information to employees who we have determined need it in order to provide products or services to you. We train our employees to safeguard customer information, and we require them to sign confi-

dentiality and non-disclosure agreements. We maintain strict physical, electronic and procedural safeguards to protect your information from unauthorized access by third parties.

Changes to This Privacy Policy

Each of our policyholders receives a copy of our privacy policy at least once per year. In addition, in the event that we make a significant change to our privacy practices, we will send a revised copy of our privacy policy to each of our current policyholders.

What to Do if You Have Privacy or Security Concerns

If you have a concern about privacy or security at GEICO, we want to hear about it by mail or email.

Please write to us at:

Privacy Administration
GEICO

One GEICO Plaza
Washington, DC 20076

or email us at privacypolicy@geico.com.

This Privacy Policy applies to all of the companies listed at the top of this notice.

ADDITIONAL LEGAL RIGHTS

HOW YOU CAN REVIEW RECORDED INFORMATION ABOUT YOU

You have the right to review recorded information about you contained in our files. If you have any questions about what information we may have on file, please write us at the address at the end of this notice. We will need your complete name, address and all policy numbers under which you are insured. Tell us what information you would like to receive. We will also need your home and office telephone numbers so that we can get in touch with you should it be necessary. Within 30 business days of receipt of your request, we will inform you of the nature of that recorded information and identify the persons or organizations to whom we have disclosed this information in the preceding two years. We will also give you the name and address of any consumer reporting agency who prepared a report about you so that you can contact them to get a copy of that report. You may either see and copy your information in person or we will mail you a copy of your information.

We are not required to give you access to information collected in evaluating a claim under an insurance policy or when the possibility of a lawsuit exists. Any information you request that is in coded form will be translated into plain language and provided in written form. We may charge a reasonable fee to cover our costs incurred in providing a copy of our recorded personal information to you.

IF YOU DISAGREE WITH OUR RECORDS

If, after reading the information in your file, you believe it is incorrect, please notify us in writing. Tell us what is inaccurate and why. You have the right to request that we correct, amend or delete information that you believe is incorrect.

Upon receiving your request, we will, within thirty business days, reinvestigate the information you think is incorrect. If we agree with you, we will notify you and make the necessary corrections, amendments or deletions and also notify anyone you specify who may have received such information within the past two years. We will also notify any organization that supplied the information to us. Insurance support organizations to whom we systematically reveal information will also be informed of the change.

If we do not agree to make the correction, amendment or deletion, we will notify you and tell you our reason. You may then file with us a brief statement setting forth what you believe to be the correct, relevant or fair information and why you disagree with our decision not to correct, amend or delete the original information. Your statement will become a permanent part of our file and will be made part of any future disclosure of the original information. In addition, copies of your statement will be sent to any person or insurance support organization to whom the original information was disclosed or from whom it was received.

Auto and Umbrella Policy Inquiries

GEICO
Underwriting Department
One GEICO WEST
PO Box 509090
San Diego, CA 92150-9090

GEICO Motorcycle Policy Inquiries

GEICO
Underwriting Department
One GEICO Landing
Virginia Beach, VA 23454

GEICO

ONE GEICO PLAZA
Washington, D. C. 20076-0001
Telephone: 1-800-841-3000

Your
Montana
GEICO
Indemnity
Cycle-Gard™
Motorcycle
Policy

- GEICO Indemnity Company

A-40MT(10-97)

King 0015

YOUR POLICY INDEX

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DEFINITIONS

Throughout this policy, *you* and *your* refer to the named insured shown in the Declarations and spouse if a resident of the same household. *We*, *us* and *our* refer to GEICO Indemnity Company.

Other words and phrases are defined. They are italicized when used.

Your covered cycle means:

1. Any *motorcycle* shown in the Declaration; and
2. any *motorcycle* *you* purchase during the policy period which replaces any *motorcycle* shown on the Declarations; and
3. any additional *motorcycle* *you* acquire during the policy period if *we* insure, under this insurance, all *motorcycles* *you* own.
4. a trailer, designed specifically for use with a *motorcycle*, to be towed by a *motorcycle*, owned by *you*, and not being used for business or commercial purposes.

Your covered cycle does not include a three wheeled *motorcycle* unless, and until, it meets *our* underwriting criteria and an additional premium is paid. The *motorcycle* must be manufactured or reconstructed from a two wheeled *motorcycle* and powered by an engine originally designed for use only with a *motorcycle*.

A replacement or additional *motorcycle* is insured under this policy only if *you* notify *us* within 30 days of its acquisition.

Family member means a person related to *you* by blood, marriage or adoption who is a resident of *your* household, including a ward or foster child.

Occupying means on, upon, getting in, on, out or off.

Motorcycle, when used here, means any two wheeled motorcycle, motorbike, moped or motor scooter. This also includes a three wheeled *motorcycle* that qualifies under the definition of *your covered cycle*.

Passenger, when used in this policy, means any person, other than the driver, while that person is *occupying your covered cycle*.

Bodily Injury means bodily injury, sickness or disease, including death which results from the injury.

The following definitions apply only to PART III, Physical Damage Coverages.

Actual cash value is the replacement cost of the *motorcycle* or property less *depreciation* or *betterment*.

Depreciation means a decrease or loss in value to the *motorcycle* or property because of use, disuse, physical wear and tear, outdatedness, or other causes.

Betterment is improvement of the *motorcycle* or property to a value greater than its pre-loss condition.

INSURING AGREEMENT

We, GEICO Indemnity Company, make this agreement with *you*, the policyholder. Relying on the information *you* have furnished and the Declarations attached to this policy, if *you* pay *your* premium when due, *we* will do the following:

PART I - Liability Coverages (Bodily Injury and Property Damage)

We will pay damages for *bodily injury* or property damage for which any *covered person* becomes legally responsible, other than punitive or exemplary damages, because of a *motorcycle* accident arising out of a *covered person's* ownership, maintenance or use of *your covered cycle*. *We* will settle or defend, as *we* consider appropriate, any claim or suit asking for these damages.

Your covered cycle, as used in this Part, in addition to that shown under Definitions, also means:

Any other *motorcycle* which is:

1. not owned by *you*,
2. not owned by a *family member*, and
3. not furnished for *your* or a *family member's* regular use, but only during the time it is actually being driven or operated by *you* with the permission of the owner and within the scope of that permission. This coverage (Drive Other Cycle) applies to liability coverages only and is excess insurance over any other valid insurance;

Covered person, as used in this Part means:

1. *You* and any *family member* while using *your covered cycle*.
2. Any other person while using *your covered cycle* with *your* permission, and provided such use is within the scope of *your* permission.
3. Any other person or organization indirectly responsible for the use of *your covered cycle* by a person covered in 1 or 2 above.

Supplementary Payments

In addition to *our* limit of liability, *we* will pay on behalf of a *covered person*:

1. All investigative and legal costs incurred by *us*.
2. All court costs charged to a *covered person* in a covered law suit.
3. Up to \$100 for the cost of bail bonds required because of an accident resulting in bodily injury or property damage covered under this policy, including related traffic law violations; however, *we* do not have to apply for or furnish the bail bonds.
4. Premiums on appeal bonds and bonds to release attachments for an amount not in excess of the limit of liability as shown on the Declarations in any suit *we* defend.
5. Interest accruing after a judgment is entered in any suit *we* defend. *Our* duty to pay interest ends when *we* offer to pay that part of the judgment which does not exceed *our* limit of liability for this coverage.

6. All reasonable expenses, other than lost earnings, incurred by *you* at *our* request, such as for attending trial or hearings.
7. Expenses incurred by any *covered person* for immediate medical treatment to others injured in an accident involving *your covered cycle*.

Exclusions

We do not provide Liability Coverage:

1. For any person who intentionally causes *bodily injury* or property damage.
2. For any person for damage to property owned or being transported by that person, or for damage to property rented to, used by, or in the care of that person.
3. For any *bodily injury* or property damage suffered by a *covered person*.
4. For any person for *bodily injury* to an employee of that person during the course of employment. This exclusion does not apply to *bodily injury* to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For any person's liability arising out of the ownership or operation of a vehicle while it is being used to carry persons or property for a fee.
6. For any person while employed or otherwise engaged in the business or occupation of selling, repairing, servicing, storing or parking of vehicles, including road testing and delivery.
7. For *bodily injury* sustained while *your covered cycle* is used by any person competing in:
 - (a) any hill climbing exhibition;
 - (b) any race;
 - (c) any speed contest;
 - (d) any marathon-type contest; or
 - (e) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.
8. For any person using *your covered cycle* without *your* permission to do so, or outside the scope of *your* permission.
9. While *your covered cycle* is given to, or in the care of, any person for sale of the cycle.
10. For any liability *you* agree to incur or assume under any contract or agreement.
11. For any person for *bodily injury* or property damage for which that person is an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Nuclear Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors.
12. For any person if the *motorcycle* has been abandoned by *you*.
13. For any person, including *you*, if protection is afforded such person under the provisions of the Federal Tort Claims Act.

Limits of Liability

Regardless of the number of motor vehicles insured under this policy, the number of policies issued by *us*, or the number of separate premiums paid:

1. The limit of *bodily injury* liability shown on the Declarations as applying to "each person" is the maximum *we* will pay for all injuries or damages sustained by one person as a result of one *motorcycle* occurrence. The limit of *our* liability shown as applying to "each occurrence" is, subject to the above provision respecting each person, the maximum *we* will pay for all damages arising out of *bodily injury* sustained by two or more persons as the result of any one *motorcycle* occurrence.
2. The limit of property damage liability shown on the Declarations is the maximum *we* will pay for all damages arising out of injury to or destruction of any property of one or more persons or organizations, including the loss of use of the property, as the result of any *motorcycle* occurrence.

Out of State Coverage

When this policy applies to the operation of a *motorcycle* outside of *your* state, *we* agree to increase *your* coverages to the extent required of out-of-state motorists by local law. This additional coverage will be reduced to the extent that *you* are protected by another *motorcycle* insurance policy. No person can be paid more than once for any item of loss.

Financial Responsibility Required

If *we* certify this policy as proof of financial responsibility for the future under any financial responsibility law, this policy shall comply with the provisions of the law to the extent of the coverage required, but in no event in excess of the limits of liability stated in this policy. *You* agree to reimburse *us* for any payment *we* make on *your* behalf that *we* would not have to otherwise make if it were not for this paragraph.

Other Insurance

If there is other applicable liability insurance, *we* will pay only *our* share. *Our* share is the proportion *our* limit of liability bears to the total of all applicable limits. However, any insurance *we* provide for a *motorcycle* *you* do not own shall be excess over any other collectible insurance.

PART II - Motorcycle Medical Payments

We will pay reasonable expenses incurred for necessary *medical services* because of *bodily injury* caused by accident and sustained by a *covered person*. *We* will pay only those expenses incurred within one year from the date of the accident up to the stated limit for each person, less the stated deductible amount.

Covered person, as used in this Part means:

You, any *family member* or any *passenger* while occupying *your covered cycle*.

Medical services means medical, surgical and dental services, including prosthetic devices and necessary ambulance, hospital, professional nursing and funeral expenses.

Exclusions

We do not provide Motorcycle Medical Payments coverage for any person:

1. For *bodily injury* sustained while *occupying your covered cycle* when it is being used to carry persons or property for a fee.
2. For *bodily injury* occurring during the course of employment if workers' or workmen's compensation benefits are required or available for the *bodily injury*.
3. For *bodily injury* sustained while *occupying* or when struck by any vehicle, other than *your covered cycle*, which is owned by you or furnished or available for your regular use.
4. For *bodily injury* sustained while *occupying* or when struck by any vehicle, other than *your covered cycle*, which is owned by or furnished or available for the regular use of any *family member*. However, this exclusion does not apply to you.
5. For *bodily injury* sustained while *occupying your covered cycle* without *your* permission or outside the scope of *your* permission.
6. For *bodily injury* sustained while *occupying your covered cycle* when it is being used in the business or occupation of a *covered person*.
7. For *bodily injury* sustained while *your covered cycle* is used by any person competing in:
 - (a) any hill climbing exhibition;
 - (b) any race;
 - (c) any speed contest;
 - (d) any marathon-type contest; or
 - (e) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.
8. For *bodily injury* caused by discharge of a nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution or any consequence of any of these.
9. For *bodily injury* from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

Limits of Liability

Regardless of the number of motor vehicles insured under this policy, the number of policies issued by us, or the number of separate premiums paid:

1. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under any Liability or Uninsured Motorists coverage provided by this policy.

2. If the *motorcycle* involved in the accident is not insured under this policy, the insurance coverages available for any one accident will not exceed the highest limits of the coverages specified under this policy for one *motorcycle* insured under this policy.

3. The limits for this coverage under one policy or under more than one policy issued by us may not be combined to determine the limits available under this policy, or policies.

Other insurance

If there is other applicable medical payments insurance, we will pay only *our* share. *Our* share is the total proportion that *our* limit of liability bears to the total of all applicable limits. Any insurance we provide shall be excess over any other collectible insurance providing payments for *medical services*.

PART III - Collision (Coverage for Collision Damage to Your Cycle)

We will pay for direct and accidental loss caused by *collision* to:

1. *your covered cycle*; and
2. *your* Department of Transportation approved motorcycle helmet, when worn at time of loss;

less the applicable deductible shown on the Declarations. The deductible does not apply to helmets.

Collision means the upset or collision with another object of *your covered cycle*.

Comprehensive (Coverage for Comprehensive Damage (Excluding Collision) to Your Cycle)

We will pay for direct and accidental loss to *your covered cycle*, other than by loss caused by *collision*, less the applicable deductible shown in the Declarations. Loss caused by breakage of glass, missiles, falling objects, fire, lightning, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, or contact with a bird or animal shall not be deemed to be loss caused by *collision*.

Exclusions

We will not pay for:

1. Loss to *your covered cycle* which occurs while it is used to carry persons or property for a fee.
2. Damage due and confined to wear and tear, freezing, mechanical and electrical breakdown or failure, or road damage to tires. This exclusion does not apply if the damage results from the total theft of *your covered cycle*.
3. Loss due to radioactive contamination.
4. Loss due to discharge of any nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution, or any consequence of any of these.
5. Loss to any vehicle other than *your covered cycle*.
6. Loss to any:
 1. tools;

2. wearing apparel; or
3. personal effects.

This exclusion does not apply to a covered Department of Transportation approved motorcycle helmet worn at the time of the collision.

7. For physical damage sustained while *your covered cycle* is used by any person competing in:

- (a) any hill climbing exhibition;
- (b) any race;
- (c) any speed contest;
- (d) any marathon-type contest; or
- (e) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

8. Loss due to confiscation by any duly constituted government or civil authority;

9. Loss while *your covered cycle* is used in any illicit trade or transportation.

10. Loss if *your covered cycle* has been abandoned.

11. Loss of or damage to any:

- a) custom;
- b) optional; or
- c) added equipment;

not included as standard by the manufacturer of *your covered cycle* unless added by endorsement to this policy. This exclusion does not apply if the value of all non-standard equipment is \$500 or less.

12. Loss if *your covered cycle* is in the care, custody or control of anyone for the purpose of selling *your covered cycle*.

13. Loss due to conversion, embezzlement or secretion by any person in possession of *your covered cycle* under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance.

14. Any additional loss due to *your* failure to take reasonable steps to protect the *motorcycle* after an accident.

Limits of Liability

Our limit of liability for loss will be the lesser of:

1. the *actual cash value* of *your covered cycle* at the time of loss; or
2. the *actual cash value* of a part, if the loss is part of *your covered cycle*; or
3. the amount necessary to repair or replace the property at the time of loss less *depreciation*.

Our limit of liability under Collision Coverage for loss to *your* covered Department of Transportation approved motorcycle helmet shall not exceed a maximum of \$400. This coverage applies only to the helmet and does not apply to communication equipment installed in the helmet.

Payment of Loss

We may pay for loss in money, or, at our option, either repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to you at the address shown in this policy. If we return stolen

property, we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value, but you may not abandon *your covered cycle* to us.

We may settle any claim for loss either with you or the owner of the property. Payment of loss may not be required nor shall legal action lie against us unless, as a

condition precedent, you will have fully complied with all the terms of this policy, not until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

No Benefit To Bailee

This insurance shall not directly or indirectly benefit any carrier or other bailee.

Other Insurance

If other insurance also covers the loss, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

Arbitration

If we and *covered person* disagree as to the amount of loss, either of us may, within 60 days after proof of loss, demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select a third. Each shall state the cash value and submit the differences to the third appraiser. An award in writing of any two shall decide the amount of the loss. Each party will pay the expenses it incurs and bear the expenses of the third appraiser equally.

Unless both parties agree otherwise, arbitration will take place in the county and state in which the *covered person* lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

PART IV - Uninsured Motorists Coverage

We will pay damages which a *covered person* is legally entitled to recover from the owner or operator of an *uninsured motor vehicle* because of bodily injury sustained by a *covered person* and caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance, or use of the *uninsured motor vehicle*.

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

The insurance afforded under this Part applies separately to each *covered person*, but the inclusion of more than one *covered person* shall not increase the limit of our liability.

Covered person, as used in this Part means:

1. You, any family member or any other person occupying *your covered cycle*.
2. Any person who is entitled to recover damages because of bodily injury sustained by a person described in 1 above.

Uninsured motor vehicle means a land motor vehicle or trailer of any type:

1. Which is a **hit and run motor vehicle** as defined; or
2. To which no bodily injury liability bond or policy applies at the time of the accident; or
3. To which a bodily injury liability bond or policy applies at the time of the accident, but the bonding or insuring company denies coverage or is or becomes insolvent.
4. Which is an **underinsured motor vehicle**, as defined.

However, **uninsured motor vehicle** does not include any vehicle:

1. Owned by or furnished or available for the regular use of **you** or any **family member**.
2. Owned or operated by a self-insurer under any applicable motor vehicle law.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Which is a farm-type tractor or equipment designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

"Underinsured motor vehicle" means a motor vehicle with respect to which the sum of the limits of liability under all bodily injury liability bonds and insurance policies applicable at the time of the accident is less than the limits of liability under this coverage.

The term **"underinsured motor vehicle"** does not include any vehicle or equipment:

- (a) which is a **covered cycle**;
- (b) owned or operated by a self-insurer under any applicable motor vehicle law;
- (c) owned or operated by:
 - (i) the United States of America;
 - (ii) any national government
 - (iii) a state; or
 - (iv) a political sub-division of any such government and its agencies.
- (d) a land motor vehicle or trailer operated on rails or crawler-treads or located for use as a residence or premises; or
- (e) a farm-type tractor or equipment designed for use principally off public roads, except while used upon public roads;
- (f) which is an **uninsured motor vehicle**;
- (g) which is a **hit-and-run motor vehicle**, as defined.

Hit and Run Motor Vehicle means a motor vehicle causing bodily injury to a **covered person** arising out of physical contact with either a **covered person** directly or with **your covered cycle**, providing:

1. The identity of either the operator or owner of such cannot be ascertained.
2. The **covered person** or someone on his behalf reports the accident as a hit and run accident to a police, peace or judicial officer or to the Commissioner of Motor Vehicles within 24 hours of the accident.

3. We are notified under oath within 30 days of the accident that a **hit and run motor vehicle** was responsible.

4. At our request, **you** or your legal representative makes the **motorcycle** which the **covered person** was **occupying** at the time of the accident available for inspection.

Exclusions (COVERAGE RESTRICTIONS - PLEASE READ CAREFULLY)

1. We do not provide Uninsured Motorist coverage for bodily injury sustained by any person:

- a. While **occupying**, or when struck by any motor vehicle or trailer of any type owned by **you** or any **family member** which is not insured for this coverage under this policy.
- b. If any person or his legal representative settles his bodily injury claim with any person or organization alleged to be responsible for the injuries without our written consent.
- c. While **occupying your covered cycle** when it is being used to carry persons or property for a fee.
- d. For bodily injury sustained while **your covered cycle** is used by any person competing in:

- (1) any hill climbing exhibition;
- (2) any race;
- (3) any speed contest;
- (4) any marathon-type contest;
- (5) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

e. Using **your covered cycle** without **your** permission to do so, or if permission was granted, if the use was outside the scope of **your** permission.

2. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any workers' or workmen's compensation, disability benefits or similar law.

3. Under no circumstances shall this coverage apply to **you** or any other person unless claim is made to us in writing within one year from the date the accident occurred.

4. We do not cover the United States of America or any of its agencies as a **covered person**, a third party beneficiary or otherwise.

5. Regardless of any other provision of this policy, there is no coverage for punitive or exemplary damages under the uninsured motorists coverage of this policy.

Limits of Liability

Regardless of the number of motor vehicles insured under this policy, the number of policies issued by us, or the number of separate premiums paid:

1. The limit of bodily injury shown on the Declarations as applying to "each person" is the maximum we will pay for all damages sustained by one person as a result of one accident covered by this Part.
2. Subject to the limit stated above for each person, the limit of liability shown as applying to "each accident" is

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the maximum we will pay for all damages covered by this Part arising out of bodily injury in any one accident.

3. When coverage is afforded to two or more cycles, the limits of liability shall apply separately to each cycle as stated in the declarations but shall not exceed the highest limit of liability applicable to one cycle.

4. If separate policies with us are in effect for you or any person in your household, they may not be combined to increase the limit of our liability for a loss.

5. If the motorcycle involved in the accident is not insured under this policy, the insurance coverages available for any one accident will not exceed the highest limits of the coverages specified under this policy for one motorcycle insured under this policy.

Any amounts otherwise payable for damages under this coverage shall be reduced by:

1. All sums paid because of the bodily injury by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under the Liability coverage or Motorcycle Medical Payments coverage of this policy; and

2. All sums paid or payable because of the bodily injury under any workers' or workmen's compensation, disability benefits or any similar law.

Any payment under this coverage to or for a covered person will reduce any amount that person is entitled to recover under the Liability coverage or Motorcycle Medical Payments coverage of this policy.

We shall not be obligated to make any payment because of bodily injury to which this insurance applies and which arises out of the ownership, maintenance or use of an underinsured motor vehicle until after the limits of liability under all bodily injury liability bonds and insurance policies applicable at the time of the accident have been exhausted by payment of judgments or settlements.

Other Insurance

If there is other applicable insurance, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance.

Arbitration

Except as set forth in the last sentence of this paragraph, any dispute arising between any covered person and us regarding:

- (a) the extent to which the covered person is legally entitled to recover against an owner or operator of an uninsured motor vehicle (i.e., issues of liability); or
- (b) the amount of damages sustained by the covered person

may be arbitrated. However, neither the covered person nor we will be required to arbitrate unless arbitration is

expressly required by state law. Unless so required, binding arbitration will not be used to resolve disputes regarding policy interpretation, the existence of this Coverage in a particular policy, or the application of this Coverage to a particular claim or claimant.

We will be obligated to pay no more than the applicable policy limits for this Coverage regardless of whether an arbitration results in an award in excess of the applicable policy limits for this Coverage as defined in this policy.

Unless otherwise required by state law, the method, manner and format of any arbitration process will be subject to agreement by you and us. Attorney fees and expenses will be paid by the party incurring them.

Trust Agreement

If we pay any covered person for a loss under this coverage:

1. We are entitled to recover from the covered person an amount equal to such payment from the proceeds of any settlement or judgment made on his behalf against the person or organization legally responsible for the bodily injury.

2. The person to or for whom we make payment must hold in trust for us all rights to recover money which he may have against the person or organization legally responsible for the bodily injury.

3. The covered person must do everything proper to secure our rights and do nothing to prejudice these rights.

4. If we ask in writing, the covered person will take necessary or appropriate action, through a representative designated by us, to recover payment as damages from the responsible person or organization; if there is a recovery, then we shall be reimbursed out of the recovery for expenses, costs and attorney's fees incurred in connection with this.

5. The covered person must execute and deliver to us any legal instruments or papers necessary to secure his and our rights and obligations.

PART V - Duties After an Accident or Loss

We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses. Written notice must be sent to us as soon as practicable after the loss occurs. A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, at our expense and as often as we reasonably require, to physical examination by physicians we select. (Parts II and IV only)
4. Authorize us to obtain medical reports and other pertinent records. (Parts II and IV only).

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5. Notify the police within 24 hours if *your covered cycle* is stolen.

6. Permit *us* to inspect and appraise the damaged property and submit to examination under oath.

PART VI - General Conditions (Applying to All Parts Unless Noted)

1. POLICY PERIOD AND TERRITORY

This policy applies only to accidents, occurrences or losses during the policy period shown in the Declarations which take place within the United States of America, its territories or possessions, or Canada and, with respect to physical damage coverages only, while *your covered cycle* is being transported between ports thereof.

2. LEGAL ACTION AGAINST OTHERS (Part IV)

If a *covered person* or his lawyer files suit before *we* make a settlement under Part IV, he must immediately provide *us* with a copy of the pleadings.

3. TWO OR MORE MOTORCYCLES INSURED

When two or more *motorcycles* are insured under this policy, the terms of this policy shall apply separately to each, but the inclusion of more than one *motorcycle* shall not increase *our* limit of liability.

4. A COVERED PERSON'S ASSISTANCE AND CO-OPERATION (Parts I, III, and IV)

A *covered person* shall cooperate with *us* and, at *our* request, attend hearings and trials and assist in making settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits. The *covered person* shall not, except at his own cost, voluntarily make any payments, assume any obligations or incur any expense at any time other than for such immediate medical treatment of others as shall be imperative at the time of the accident.

After *we* are notified of a claim as specified in PART IV, *we* may require the *covered person* to take action that may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury.

5. LEGAL ACTION AGAINST US

No legal action will lie against *us* until there has been full compliance with all the terms of this policy. In addition, under the Liability coverage, no legal action will lie against *us* until *we* agree in writing that the *covered person* has an obligation to pay or until the amount or that obligation has been finally determined by judgment after trial. No person or organization has any right under this policy to bring *us* into any action to determine the liability of a *covered person*.

6. ASSIGNMENT

Your rights and duties under this policy may not be assigned without *our* written consent.

If *you* die, this policy will cover *your* surviving spouse, if covered under the policy prior to *your* death, and until the expiration of the policy term:

- (a) the executor or administrator of *your* estate, but only while operating a *covered cycle* and only while acting within the scope of his duties;
- (b) any person having proper custody of and operating the *covered cycle*, as a *covered person*, until the appointment and qualification of the executor or administrator of *your* estate.

7. CHANGES

The terms and provisions of this policy cannot be waived or changed, except by an endorsement or amendment issued to form a part of this policy.

8. OUR RIGHT TO RECOVER PAYMENT (PARTS III, and IV)

A. If *we* make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, *we* shall be subrogated to that right. That person shall do whatever is necessary to enable *us* to exercise *our* rights and shall do nothing after loss to prejudice them.

B. If *we* make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall hold in trust for *us* the proceeds of the recovery and shall reimburse *us* to the extent of *our* payment.

9. CANCELLATION

Cancellation By You

You may cancel this policy by delivering or mailing to *us* a written notice stating when, after the notice, cancellation will be effective. If *you* cancel, *we* compute the earned premium according to *our* manuals.

Cancellation By Us

We may cancel this policy by mailing to *you*, at the address shown in the policy, written notice stating when not less than 30 days thereafter the cancellation will be effective. *We* will mail this notice:

- a. 10 days in advance if the proposed cancellation is for nonpayment of premium or any of its installments when due;
- b. 30 days in advance in all other cases.

The mailing or delivery of the above notice will be sufficient proof of notice. The policy will cease to be in effect as of the date and hour stated in the notice.

When *we* cancel, earned premium will be computed according to *our* manuals. Premium may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Cancellation By Us Is Limited

After this policy has been in effect for 60 days or, if the policy is a renewal, effective immediately, we will not cancel unless:

a. you do not pay the initial or any additional premium for this policy or you fail to pay any premium installment when due to us or our agent; or

b. any covered person has had a driver's license or motor vehicle registration under suspension or revocation; either:

- (i) during the current policy period; or
- (ii) during the preceding 180 days if this is a renewal policy.

We retain the right to change your Physical Damage Coverage by including a deductible not to exceed \$100. Such action by us shall not be deemed a cancellation of the coverage or of the policy.

Nothing in this section will require us to renew this policy.

Renewal

We agree that we will not refuse to renew or continue this policy unless a written notice of our refusal to renew or continue is mailed to you, at the address shown in the policy, at least 30 days prior to the expiration date. The mailing or delivery of this notice shall be sufficient proof of notice.

Notice will not be required if:

- a. you do not pay the premium as we require to renew this policy; or
- b. we have expressed our willingness to renew by issuing or offering to issue a renewal policy or other evidence of renewal, or have manifested our intention by any other means; or
- c. you have informed us or our agent that you wish the policy to be cancelled or not renewed.

10. EXPIRATION

This policy will expire without notice if any of the following conditions exist:

(a) You do not pay any premium as we require to renew this policy.

(b) You have informed us or our agent that you wish the policy to be cancelled or not renewed.

(c) You do not accept our offer to renew or you refuse to provide us with renewal classification and rating information as we may require.

11. BANKRUPTCY

Bankruptcy or insolvency of the covered person shall not relieve us of any obligations under this policy.

12. DECLARATIONS

By accepting this policy, you agree that:

- a. the statements in your application and in the Declarations are your agreements and representations;
- b. this policy is issued in reliance upon the truth of these representations; and
- c. this policy, along with the application and Declarations, embodies all agreements relating to this insurance. The terms of this policy cannot be changed orally.

13. FRAUD AND MISREPRESENTATION

Coverage is not provided to any person who knowingly conceals or misrepresents any material fact or circumstance relating to this insurance:

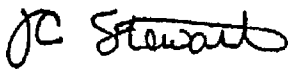
- a) at the time of application; or
- b) at any time during the policy period; or
- c) in connection with the presentation or settlement of a claim.

14. DIVIDEND PROVISION

You are entitled to share in a distribution of the surplus of the Company as determined by its Board of Directors from time to time.

15. TERMS OF POLICY CONFORMED TO STATUTE

Terms of this policy which are in conflict with the statutes of Montana are amended to conform to such statutes.



J. C. Stewart
Secretary



O. M. Nicely
President

• GEICO Indemnity Company •

GEICO

GEICO Indemnity Company
Policy Number: 4163-66-55-67

Your policy is amended as follows:

DEFINITIONS

The following definitions are added:

Electric personal assistive mobility device means a three-wheel or less non-tandem wheeled device that is self-balancing and propelled by an electric propulsion system designed for transporting one person.

The following definitions are replaced in Part III:

Actual cash value is the replacement cost of *your covered cycle* or property less *depreciation* and/or *betterment*.

Betterment is improvement of *your covered cycle* or property to a value greater than its pre-loss condition.

Depreciation means a decrease or loss in value to *your covered cycle* or property because of use, disuse, physical wear and tear, age, outdatedness or other causes.

The following definition is added only to Part III:

Custom parts or equipment means paint, equipment, devices, accessories, enhancements, and changes, other than those which are original manufacturer installed, which:

- a) are permanently installed or attached; or
- b) alter the appearance or performance of a vehicle.

This includes any electronic equipment, antennas, and other devices used exclusively to send or receive audio, visual, or data signals, or to play back recorded media, other than those which are original manufacturer installed, that are permanently installed in *your covered cycle*, using bolts or brackets, including slide-out brackets.

PART I

Liability Coverages (Coverage A: Bodily Injury;
Coverage B: Property Damage)

EXCLUSIONS

Exclusion 7. is replaced with the following:

- 7. For **bodily injury** or property damage losses sustained while *your covered cycle* is used in, or in preparation or practice for:
 - a) any hill climbing exhibition or any other contest or demonstration;
 - b) any race, speed contest, spontaneous racing or stunting activity of any nature;
 - c) any marathon-type contest, use in any competition and/or sporting event, or while on any race course or facility designed for racing; or

Motorcycle Policy Amendment

Montana

- d) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

The following exclusions are added:

- 14. For **bodily injury** or property damage while *occupying*, using or operating an all terrain vehicle.
- 15. For **bodily injury** or property damage while *occupying*, using or operating an **electric personal assistive mobility device**.

PART II**Motorcycle Medical Payments**

The first paragraph is replaced as follows:

We will pay all **reasonable expenses** actually incurred by a **covered person** within one year from the date of accident for necessary medical, surgical, x-ray, dental services, prosthetic devices, ambulance, hospital, professional nursing and funeral services. The one year limit does not apply to funeral services.

The following definition is added:

Reasonable expenses, as used in this Part, means those expenses which are consistent with the treatment expense standards for **bodily injury** for the **covered person's** geographic location.

EXCLUSIONS

Exclusion 7. is replaced with the following:

- 7. For **bodily injury** losses sustained while *your covered cycle* is used in, or in preparation or practice for:
 - a) any hill climbing exhibition or any other contest or demonstration;
 - b) any race, speed contest, spontaneous racing or stunting activity of any nature;
 - c) any marathon-type contest, use in any competition and/or sporting event, or while on any race course or facility designed for racing; or
 - d) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

PART III**Coverage E: Coverage for Collision Damage to Your Motorcycle****EXCLUSIONS**

The following exclusions are amended:

- 7. Comprehensive and **collision** losses sustained while *your covered cycle* is used in, or in preparation or practice for:

King 0025

- a) any hill climbing exhibition or any other contest or demonstration;
- b) any race, speed contest, spontaneous racing or stunting activity of any nature;
- c) any marathon-type contest, use in any competition and/or sporting event, or while on any race course or facility designed for racing; or
- d) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period.

11. Loss to *custom parts or equipment* unless the existence of those *custom parts or equipment* has been previously reported to us and an endorsement to the policy has been added.

12. Loss resulting from:

- a) the acquisition of a stolen vehicle;
- b) any governmental, legal or other action to return a vehicle to its legal, equitable, or beneficial owner, or anyone claiming an ownership interest in the vehicle;
- c) any confiscation, seizure or impoundment of a vehicle by governmental authorities; or
- d) the sale of *your covered cycle*.

The following exclusions are added:

- 15. Loss for any liability assumed under any contract or agreement.
- 16. Loss for the destruction, impoundment, confiscation or seizure of *your covered cycle* by governmental or civil authorities due to its use by *you*, a *family member* or a permissive user of the vehicle.

LIMIT OF LIABILITY

Limit Of Liability is replaced as follows

The limit of *our* liability for loss will be the lesser of:

- 1. the *actual cash value* of *your covered cycle* at the time of loss; or
- 2. the cost to repair or replace the property, or any of its parts or *custom parts or equipment*, with other of like kind and quality and will not include compensation for any diminution in the property's value that is claimed to result from the loss.

Actual cash value of property will be determined at the time of the loss and will include an adjustment for depreciation and/or betterment and for the physical condition of the property.

Our limit of liability under Coverage E for loss to *your covered* Department of Transportation approved *motorcycle* helmet shall not exceed a maximum of \$400. This coverage only applies to the helmet, not to communication equipment installed in the helmet.

PART IV

Coverage J: Uninsured Motorist Coverage

EXCLUSIONS

Exclusion 1. d. is revised as follows:

- d. For *bodily injury* or property damage losses sustained while *your covered cycle* is used in, or in preparation or practice for:

- 1) any hill climbing exhibition or any other contest or demonstration;
- 2) any race, speed contest, spontaneous racing or stunting activity of any nature;
- 3) any marathon-type contest, use in any competition and/or sporting event, or while on any race course or facility designed for racing; or
- 4) any contest which sanctions continuous riding for 24 or more hours and/or mileage accumulation in excess of 500 miles per 24 hour period

PART VI

GENERAL CONDITIONS (Applying to All Parts Unless Noted)

General Condition 1., POLICY PERIOD AND TERRITORY, is replaced with the following:

1. TERRITORY - POLICY PERIOD

This policy applies only to accidents, occurrences or losses during the policy period within the United States of America, its territories or possessions, or Canada or, with respect to physical damages only, when the *motorcycle* is being transported between ports thereof.

Unless otherwise cancelled, this policy will expire as shown on the Declarations. But, it may be continued by *our* offer to renew and *your* acceptance prior to the expiration date. Each period will begin and expire at 12:01 A.M. local time at *your* address stated on the Declarations.

The following paragraph is added to General Condition 5., LEGAL ACTION AGAINST US:

If we retain salvage, we have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for any civil or criminal proceeding. If *you* ask us immediately after a loss to preserve the salvage for inspection, we will do so for a period not to exceed 30 days. You may purchase the salvage from us if *you* wish.

General Condition 7., CHANGES, is replaced with the following:

7. CHANGES

The terms and provisions of this policy cannot be waived or changed, except by an endorsement issued to form a part of this policy.

We may revise this policy during its term to provide more coverage without an increase in premium. If we do so, *your* policy will automatically include the broader coverage when effective in *your* state.

The premium for each *motorcycle* is based on the information we have in *your* file. You agree:

- a) that we may adjust *your* policy premiums during the policy term if any of this information on which the premiums are based is incorrect, incomplete or changed;

King 0026

- Any calculation or recalculation of **your** premium or changes in **your** coverage will be based on the rules, rates and forms on file, if required, for our use in **your** state.

CANCELLATION BY US

We may cancel this policy by mailing to you, at the address shown in this policy, written notice stating when the cancellation will be effective. We will mail this notice:

- The Renewal provision is replaced as follows:**

We agree that ~~we~~ will not refuse to renew or continue this policy unless a written notice of ~~our~~ refusal to renew is mailed to ~~you~~, at the address shown in the policy, at least 45 days prior to the expiration date. The mailing or delivery of this notice by ~~us~~ will be sufficient proof of notice.



- a) **You do not pay any premium as we require to renew this policy; or**
- b) **We have expressed our willingness to renew by issuing or offering to issue a renewal policy or other evidence of renewal, or have manifested our intention by any other means; or**
- c) **You have informed us or our agent that *you* wish the policy to be cancelled or not renewed.**

16. EXAMINATION UNDER OATH

17. DISPOSAL OF VEHICLE

18. OTHER INSURANCE

19. CHOICE OF LAW

We affirm this amendment.

J. C. Stewart
Secretary

O. M. Nicely
President

PROTECTED DOCUMENTS

Pol: 4163865587 ||| DOL: 06/27/2011 || Insured: Timothy Wayne King || Risk State: Montana || Loss State: Montana |||
Status: Open | Adj: Jerry Paulder | PIP Adjuster:

Authoring Date	Body	Topic	Revised To	Legal Action	Author
10/14/2011 12:48 PM	<p>eds c/o to progressive 7154320 spoke to gary no claim a/c filed loss claim# 11-3045977 adj to be assigned today</p>	Communication			
10/14/2011 12:54 PM	<p>o/c c/o to Louise King 406-866-1983 adv status of filing claims with both companies lead louise thanked for help on getting these started adv process for investigations filed on both claims</p>	Communication			
10/14/2011 01:02 PM	<p>does lead carry any auto policies with geico? Submitted From: SHALIN RUCOR Inc. Mailled To: RUCOR Inc. Contact: 10/14/2011 01:00 PM</p>	Coverage			A. Louise King
10/14/2011 01:10 PM	<p>FOA: At fault on temporary lost control after failure advice on highway 310 sidewlip type impact with other client and then struck car lead on a cycle Coverage: unclaim 80/100 Transfer Level: J Reason / Exposure: Probable Exposure for UMIST C/O Planned: No Proper Filing: open did not open UIM, pending C/O review about exposure per Ordered on the ISO sent also INL: lead finally The at fault client party has 3 possible sources of coverage 1. Steve Moellary is the listed registered owner per police report, and the plates on the vehicle were his (Steve has progressive) if Steve did call states they may be in position to carry out as well (claim was just filed today) 2. The current registered owner appears to be Justice Moelich (she has Patriot General Insurance Co). However that policy is a "broad form" policy which will likely be denied-cog per agents office 3. The driver of the vehicle is Paul moe. I am unsure on if he has his</p>	Natural History			

User: Jenny Paulor

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07/06/2012 08:32 PM

D 000255

PROTECTED DOCUMENTS

January 10, 2012

Geico Insurance Company
P.O. Box 609119
San Diego, CA 92160

11

Re: Claim No. 0372130260106016
Insured: Timothy W. King

Dear Adjuster and team:

I am writing to ask that we expedite the completion of this case. We have faxed and telephoned information back and forth for some time now. If you need anything further from me, please let me know. We settled the claim on the motorcycle itself back in October.

I look forward to hearing from you soon.

Thank you,

Annie Louise King
Annie Louise King
720 Revolution Ave
Billings, MT 59108-1618

D 000095

PROTECTED DOCUMENTS

[POC: 4163955587] [DCL: 08272011] [Insured: Timothy Wayne King] [Risk State: Montana] [Loss State: Montana] [Status: Open] [Adj: Jenny Paudler] [PIP Adjuster:]

Authorizing Date	Body	Topic	Related To	Legal Action	Author
02/01/2012 03:31 PM	<p>own insurance. Emailled From: James Scott Emailled To: Chitewee@GEICO.COM; 02/01/2012 03:32 PM</p> <p>Freeform Letter for Paul King with a mailing date of 01/02/2012 was submitted for match printing by James Scott</p>	Correspondence			
02/01/2012 03:40 PM	<p>Doc from mine lead wanted to Communication know status I advised status below and what our next steps are also the also haven't heard from poe rose or if he has insurance dhs advised him that he set to start on Feb 1th she gave me the \$ to the Timothy should Josh work with 408-446-1234 she advised I can contact him to see if he knows anything regarding insurance -- obo to Deputy Lomitch - does he know if Paul moe has insurance?</p> <p>Freeform Letter 02/01/2012 added. Document ID 133378650, Batch Number ATLAS, and 1 Pages.</p>		Amie King		
02/02/2012 01:19 AM	<p>All request for settlement sum I'll doo, this is a rat raftoon and our um limits are 50710. There were two policy on the insureds policy at the date of loss, should be looking in this would be looking in this loss our insured Timothy Wayne King, operating his labeled m-cyle when the concerned over the motorcycle and struck the insured on his cycle. He died as result of his loss related injuries. We have a coverage denial from the carrier that insured the vehicle prior to the previous owner as well as a coverage denial from the current owner carrier. We have been trying to locate the lost owner to identify any carrier he may have, he has been unsuccessful. No other carriers were found via ISO. At this time we are</p>	Correspondence			Timothy King
02/02/2012 05:06 PM	<p>Supervisor</p>				

User: Jenny Paudler

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07/06/2012 06:32 PM

D 000272

PROTECTED DOCUMENTS



- Government Employees Insurance Company
- GEICO General Insurance Company
- GEICO Indemnity Company
- GEICO Casualty Company

One Geico West Box 509119
San Diego, CA 92150-9119

02/17/2012

Mrs. Louise King
720 Revolution Ave
Billings, MT 59105

Company Name: Geico Indemnity Company
Claim Number: 037213028-0105-015
Loss Date: Saturday, August 27, 2011
Policyholder: Timothy King
Injured Party: Timothy King

Dear Mrs. Louise King,

This will confirm our conversation of 02/17/2012, in which an offer of \$100,000.00 was made to you in exchange for a release in full of our insured(s) and Geico Indemnity Company. Once you have had an opportunity to consider this offer, please contact me so that we may conclude this matter.

If you have any questions concerning this matter, please contact me at the number listed below. Please refer to the above referenced claim number when writing or calling.

Sincerely,

Janae Estill, Examiner Code JG18
1-866-729-5201 x2537
Claims Department

EC0162 (1/2008)

D 000098

PROTECTED DOCUMENTS

February 29, 2012

Ms Janae Estill
GEICO INSURANCE COMPANY
P.O. Box 809119
San Diego, CA 92160

Claim No. 0372130260105015
Insured: Timothy W. King
Policy No. 4163-88-55-67
Date of Loss: 8/27/11

Dear Janae:

This follows our telephone of today, during which you stated once again that GEICO admits it owes me \$100,000 for UM/UIM coverage under the above-referenced motorcycle policy. This further confirms that I asked GEICO to promptly send its check in this amount and stated that I would give GEICO a signed acknowledgement of receipt of payment, but you made it clear to me that GEICO refuses to do so. Specifically, you stated that GEICO refuses to send the money admittedly due to me unless I sign a release of all claims under the policy. Just so we are clear, the form of acknowledgement I will sign is enclosed.

I am not prepared to sign a release at this time because I believe other claims may exist under this GEICO policy. I find it more than a little surprising that GEICO has a practice of refusing to pay money admittedly due unless its insured releases all other possible claims under the policy. This just seems wrong. In the hope that GEICO will reconsider, I have decided to give GEICO 10 days from its receipt of this letter to get me its check for \$100,000. If GEICO fails to do so, I will turn this whole frustrating affair over to an attorney.

Sincerely,

Annie Louise King

Annie Louise King
720 Revolution Ave.
Bellingham, NY 69105-1818

D 000099

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Acknowledgement and Receipt of Underinsured Motorist Payment

Louise King, individually and on behalf of the Estate of Timothy W. King, and her heirs, administrators, executors and agents, hereby acknowledge receipt of \$100,000, representing underinsured motorist benefits paid under that certain Insurance Policy No. 4163-66-55-67, issued by GEICO Indemnity Company to Timothy Wayne King, said benefits being due and payable as compensation for injuries and losses suffered in an automobile wreck caused by Paul Moe, an uninsured/underinsured driver, on August 27, 2011, on U.S. Highway 310, in Carbon County, Montana.

The undersigned has read this acknowledge and receipt of payment, and knows and understands the contents thereof.

DATED this ____ day of February 2012.

LOUISE KING, Individually, and on
behalf of the Estate of Timothy W. King

Witnessed

D 000100

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Mar 12 2012 10:35:16 10772155239

->

10665328862 Salco

Page 881

FAX COVER SHEET

To: From: Estill, Janice
Company: Date: 03/12/12 07:34:30 PM
Fax Number: 10065320082 Pages (including cover): 1
Re: Claim: 0372130260105016

Notes:

Annie,

This email will confirm your letter dated 2/29/2012. I wanted you to know we need legal documentation to speak to if you are the personal representative over the estate of Timothy King. This information will be needed before any payment can be made. As far as a release being obtained, we do feel we have a right to ask for one, so please contact me so we can discuss this matter further.

Thanks,

Janice Estill
SPP-Tinzen-CHI Examiner
866-739-3201 X2337

This email/fax message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution of this email/fax is prohibited. If you are not the intended recipient, please destroy all paper and electronic copies of the original message.



D 000103

Case 1:12-cv-00092-RWA Document 35-1 Filed 06/27/13 Page 29 of 36

March 15, 2012

Ms Janae Estill
GEICO INSURANCE COMPANY
P.O. Box 509118
San Diego, CA 92180

Claim No. 0372130260106015
Insured: Timothy W. King
Policy No. 4163-68-66-67
Date of Loss: 8/27/11

Dear Janae:

I received your email of March 12, 2012. Enclosed is a copy of my Letters showing me as personal representative of the estate of Timothy Wayne King.

I would like to know whether or not GEICO will pay the \$100,000 admittedly due to me without a release. I anticipate an answer to this question.

Sincerely,

Annie Louise King
720 Revolution Ave.
Billings, MT 59105-1618

U.S. Postal Service		CERTIFIED MAIL [®] RECEIPT		ACTION ON DELIVERY	
(Domestic Mail Only; No Insurance Coverage Provided)					
For delivery information visit our website at www.usps.com					
OFFICIAL USE					
Postage	\$	\$0.45	0103		
Certified Fee	\$	\$2.95			
Return Receipt Fee (Endorsement Required)	\$	\$2.65			
Restricted Delivery Fee (Endorsement Required)	\$	\$0.00			
Total Postage & Fees	\$	\$5.05			
Mail to: GEICO <i>Ms Janae Estill</i>			<input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> O.D.D. <input type="checkbox"/> (Extra Fee) <input type="checkbox"/> Yes		
Return Receipt to: PO Box 509118			Date of Delivery: 03/15/2012 City address: San Diego CA 92180		
Return Receipt to: San Diego CA 92180			Date of Delivery: 03/15/2012 City address: San Diego CA 92180		

9 Form 3811, February 2004 Domestic Return Receipt

King 0092

PROTECTED DOCUMENTS

11/3

March 18, 2012

Ms Janae Esuii
GEICO INSURANCE COMPANY
P.O. Box 608119
San Diego, CA 92160

Claim No. 0372130260105015
Insured: Timothy W. King
Policy No. 4163-48-55-67
Date of Loss: 8/27/11

Dear Janae:

I received your email of March 12, 2012. Enclosed is a copy of my Letters showing me as personal representative of the estate of Timothy Wayne King.

I would like to know whether or not GEICO will pay the \$100,000 admittedly due to me without a release. I anticipate an answer to this question.

Sincerely,

Annie Louise King
Annie Louise King
720 Revolution Ave.
Bilings, MT 59105-1619

D 000104

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CLERK OF THE
DISTRICT COURT
CAROL WUESSIG

2012 MAR 14 PM.4 00

FILED

BY

DEPUTY

MONTANA THIRTEENTH JUDICIAL DISTRICT COURT, YELLOWSTONE COUNTY

IN THE MATTER OF THE ESTATE OF

No. DP DP 12-0069

MARY JANE KNISELY

Judge

TIMOTHY W. KING,

LETTERS

Deceased.

The Will of TIMOTHY W. KING having been admitted to probate and ANNIE LOUISE HOLMES KING, of Billings, Montana, appointed as Personal Representative of said Will and estate by prior order in the above proceeding, Letters of appointment as such Personal Representative are hereby issued, as provided by law.

WITNESS the Clerk of the Court above named and the seal of the Court affixed the 14
day of March, 2012.

CAROL MUESSIG, Clerk

(COURT SEAL)

Deputy Clerk

PROTECTED DOCUMENTS

1 STATS OF MONTANA)
2 : ss.
3 County of Yellowstone)
4
5 I, ANNIE LOUISE HOLMES KING, hereby accept the duties of Personal Representative
6 of the Will and estate of TIMOTHY W. KING, deceased, and do solemnly swear that I will
7 perform, according to law, the duties of Personal Representative of the Will and estate of
8 TIMOTHY W. KING, deceased.
9
10 *Annie Louise Holmes King*
11 Annie Louise Holmes King
12
13 SUBSCRIBED AND SWORN TO before me this 14th day of March, 2012.
14
15 *Tanya E. Doherty*
16 TANYA E. DOHERTY
17 NOTARY PUBLIC for the
18 State of Montana
19 Residing at 830 W. Broadway
20 My Commission Expires
21 June 23, 2015
22
23
24
25

2 Gundersen Law Firm

D 000106

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State of Montana }
County of Yellowstone } as CERTIFICATE

I hereby certify that the letters to which
this certificate is affixed is a true, correct
and compared copy of the original on file in
the office of the Clerk of the District Court
and that the date of appointment was
3-14-2012, and that the same are
in full force and effect.

WITNESS my hand and the seal of
the District Court of Yellowstone County
this 14th day of March
20 12.

Carol Muesig
Clerk of the District Court
Yellowstone County, Montana

By Robert M. Muesig
Deputy Clerk

D 000107

PROTECTED DOCUMENTS

[Pct: 418398587] [|||] [DOL: 08/27/2011] [Deceased: Timothy Wayne King] [Risk Status: Montana] [|||]
 Status: Open [Add: Jenny Paulier] [PJP: Adjuster]

Authoring Data	Body	Topic	Related To	Legal Action	Author
03/03/2012 05:32 AM	ABOUT MOVING SALVAGE DID NOT SEE NOTIS BELOW OF OFFICER CALLING IN ON 229 AND TO CHECK BACK IN ABOUT ONE MONTH AT TIME OSC MADE. WILL FOLLOW UP THEN AS REQUESTED. General Mail 03/02/2012 added, Document ID 134778827, Batch Number CRA_00020_0002012, and 4 Pages. record letter from me ph he and was left willing to sign a release but wants guco to leave the check and finds it surprising that we are not willing to pay without a release - REDACTED	Correspondence			Annie King
03/12/2012 04:22 PM		Communication			
03/12/2012 11:31 PM	* doc to sue on intimidate need to explain above, also need to see if she is the personal representative? Fax 03/12/2012 added, Document ID 1372304835, Batch Number SCF_Fax_A, and 1 Pages. General Mail 03/10/2012 added, Document ID 1378827800, Batch Number CRA_00470_0002012, and 6 Pages. record court documents from Annie King which shows she has been appointed as the personal representative she still is not willing to sign a release per her latest letter	Correspondence			Annie King
03/21/2012 07:04 AM		Correspondence			
03/22/2012 05:43 PM		General			
04/03/2012 06:15 PM	Document(s) Emailed to For Correspondence				

User: Jenny Paulier

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D 000277

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Bohyer, Erickson,
Beaudette & Tranel, P.C.

John E. Bohyer
Jesse B. Beaudette
Erin M. Erickson
Nathan A. Fluter
William H. Strickland
Paul M. Tranel
Robin M. Turner

Please refer to the
7/10/12 letter to Oregon

June 8, 2012

Anne Louise King
720 Revolution Ave.
Billings, MT 59101

Re: *Geico adv. King*
BEST File No. 6730

Dear Ms. King:

On April 20, 2012, I sent you correspondence which included a GEICO check for \$100,000 and a release. To date, I have not received the release nor have I heard any thing from you. I just wanted to follow-up with you to determine the status of the release. I want to reemphasize with you that you are not giving up any claims for bodily injury, which you may have, personally.

If you have any questions or concerns please do not hesitate to call.

Sincerely,

BOHYER, ERICKSON,
BEAUDETTE & TRANEL, P.C.


Nathan A. Fluter

NAF/kjm

D 000131